

**NO EXCISE TAX  
REQUIRED**

OCT 09 2018

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

After recording return to:  
Arlington Municipal Airport  
18204 59<sup>th</sup> Ave NE  
Arlington, WA 98223



201810090407 4 PGS  
10/09/2018 3:13pm \$102.00  
SNOHOMISH COUNTY, WASHINGTON

Grantor: Villas at Arlington Partners LLLP  
Grantee: City of Arlington  
Legal (abbrev.): *PTX NE 1/4 NE 1/4 STR 20-31-5*  
Lots 1 and 3 Snohomish County Short Plat # 449 (10-79) Rec. No.  
7910150269  
Tax parcel no.: 31052000100800, 31052000104100, 31052000104200  
Reference no.: PLN # 393 *201810095006*

## ARLINGTON MUNICIPAL AIRPORT AVIGATION EASEMENT

WHEREAS, Villas at Arlington Partners LLLP, a Washington limited liability limited partnership, hereinafter called "Grantor", is the owner of that certain parcel of land situated in the City of Arlington, County of Snohomish, State of Washington, to wit:

### PARCEL A:

**LOT 1 OF SNOHOMISH COUNTY SHORT PLAT NO. 449 (10-79), AS RECORDED UNDER RECORDING NO. 7910150269, RECORDS OF SNOHOMISH COUNTY AUDITOR, BEING PORTIONS OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;**

**EXCEPT THAT PORTION, IF ANY, CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 7911160309.**

*20374309  
Fidelity Major Accts (4)/102*



**PARCEL B:**

**LOT 3 OF SNOHOMISH COUNTY SHORT PLAT NO. 449 (10-79), AS RECORDED UNDER RECORDING NO. 7910150269, RECORDS OF SNOHOMISH COUNTY AUDITOR, BEING PORTIONS OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON**

**SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.**

Hereinafter called "Grantor's Property", and outlined on the attached map.

NOW, THEREFORE, for good and valuable consideration to the Grantor, the receipt and sufficiency of which is hereby specifically acknowledged, the Grantor, its successors and assigns, subject to the provisions herein contained, hereby grants, bargains, sells and conveys unto the City of Arlington, State of Washington, its successors and assigns ("Grantee"), for use and benefit of the public, a perpetual easement and right-of-way over that portion of the Grantor's above-described land starting at 292' Mean Sea Level (MSL), in the vicinity of Arlington Municipal Airport, for the purpose of the passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any device now known or hereafter invented, used or designated for navigation of, or flight in the air) by whomsoever owned and operated in the air space to an infinite height above the surface of the Grantor's property, together with the right to cause in said air space noise, vibration and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operated at, or on Arlington Municipal Airport, located in Snohomish County, State of Washington. Grantor hereby waives, remises and releases any right or cause of action which Grantor has now, or which Grantor may have in the future against the Grantee, its successors and assigns, due to such noise, vibration, and other effects that may be caused by the operation of aircraft landing and taking off from, or operating on or near the Arlington Municipal Airport. The Grantor further covenants and agrees that upon said property (A) no use shall be permitted that causes a discharge into the air of fumes, smoke or dust which will obstruct visibility and adversely affect the operation of aircraft, nor shall any use be permitted which causes any interference with navigational facilities necessary to aircraft operation; and (B) no development or construction shall be permitted which will interfere in any way with the safe operation of aircraft in the air space over the land described herein or at or on the Arlington Municipal Airport.

This easement shall be effective and shall inure to the benefit of the Grantee, its successors and assigns, until the Arlington Municipal Airport shall be abandoned and shall cease to be used for airport purposes. It is specifically understood and agreed that this easement, its covenants and agreements shall run with the land, which is described herein. The Grantor, on behalf of itself, its successors and assigns, further acknowledges that the easements herein granted contemplate and include all existing and future operations at Arlington Municipal Airport, acknowledging that future aircraft numbers and types will most likely



increase and noise patterns may also increase, and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of changes in the flight volume or noise, traffic patterns, runway lengths or locations or characteristics or type or category of aircraft using the Arlington Municipal Airport, City of Arlington, State of Washington.

OWNER:

**VILLAS AT ARLINGTON PARTNERS LLLP,**  
a Washington limited liability limited partnership

By: Villas at Arlington GP LLC,  
a Washington limited liability company  
Its: Administrative General Partner

By: AVS Holdings II LLC,  
a Washington limited liability company  
Its: Member and Manager

By:   
\_\_\_\_\_  
Christopher Santoro, Manager



ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 4<sup>th</sup> day of October, 2018, before me personally appeared Christopher Santoro, to me known to be the Manager of AVS Holding II LLC, a Washington limited liability company, the manager of Villas at Arlington GP LLC, a Washington limited liability company, the Administrative General Partner of Villas at Arlington Partners LLLP, a Washington limited liability limited partnership, that executed the foregoing instrument and acknowledged it to be the free and voluntary act of such entity, for the uses and purposes mentioned therein, and on oath stated that he was authorized to execute said instrument.

In Witness whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

Dated: October 4, 2018

[Signature]

Notary Public

Name (print): Kathleen C. McCusker

Residing at: King County WA

Commission expires: 12/9/21



(Use this space for notarial stamp/seal.)

